

Know all Men by these Presents

That WARE-BUTLER, INC., 16183

44-1-124 ✓
38-76

Company,

a corporation organized and existing under the laws of the State of Maine, and having a place of business at 14 North Street, in the City of Waterville,

in the County of Kennebec and State of Maine,

in consideration of one dollar (\$1.00) and other good and valuable considerations

TRANSFER
TAX
PAID

paid by ELKS CLUB OF WATERTOWN, MAINE, INC., a corporation duly organized and existing under and pursuant to the laws of the State of Maine and having its place of business at 15 Appleton Street, in the City, County and State as aforesaid - 04901, *the receipt whereof* it *does* hereby acknowledge, does hereby

give, grant, bargain, sell and convey unto the said ELKS CLUB OF WATERTOWN, MAINE, INC., its successors

heirs and assigns forever,

a certain lot or parcel of land and located at the intersection of the westerly line of proposed Lynn Street and the southerly line of Barnet Avenue, so-called, situate, lying and being in the City of Waterville, County of Kennebec and State of Maine and bounded and described as follows, to wit: -

BEGINNING at an iron pin located in the southerly line of Barnet Avenue, which iron pin is fifteen and fifty-hundredths (15.50) feet along a curve from an iron pin in the westerly line of proposed Lynn Street; thence N 78° 06'W along the southerly line of Barnet Avenue, a distance of ninety (90) feet to an iron pin; thence S 11° 56'W, a distance of one hundred forty-one and two-tenths (141.2) feet to an iron pin; thence S 77° 53'E, a distance of one hundred three and one-tenth (103.1) feet to an iron rod in the westerly line of proposed Lynn Street; thence N 10° 42'E along the westerly line of proposed Lynn Street, a distance of one hundred thirty-one and six-tenths (131.6) feet to an iron pin; thence along a curve to the left, fifteen and fifty-hundredths (15.50) feet to the iron pin in the southerly line of Barnet Avenue and being the point of beginning.

MEANING AND INTENDING to convey Lot No. 7 as shown on a certain Plan entitled "Subdivision of Land of Lester T. Jolovitz" and approved by the Waterville Planning Board - May 23, 1983 and recorded in the Kennebec County Registry of Deeds in File No. E-83062.

BEING the same premises conveyed to the said Grantor herein under and by virtue of a certain Warranty Deed from Lester T. Jolovitz dated May 13, 1986 and recorded in the Kennebec County Registry of Deeds in Deed Book 2950, at Page 209.

THIS CONVEYANCE IS MADE SUBJECT, however, to the following restrictions which will be binding upon the said Grantee and all persons claiming or holding under said Grantee:

1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall said lots be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main building.

2. That no house for more than one family and costing less than forty thousand dollars (\$40,000.00) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.

3. That no placards or advertising signs, other than such as relate to the sale of leasing or said lots, shall be erected or maintained on said lot or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. The Grantee, its successors and assigns, shall not obstruct or divert the natural flow of water across the above described parcels of land as to cause damage or nuisance to any abutting owner.
7. That if the owner of two or more contiguous lots purchased from the within Grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.
8. The Grantor herein does not hold itself responsible for enforcement of the aforementioned restrictions.

On Have and to Hold the aforegranted and bargained premises with
all the privileges and appurtenances thereof to the said

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heirs and assigns, to and their use and behoof forever., SUBJECT as
aforesaid. And do COVENANT with the said Grantee, heirs
and assigns, that lawfully seized in fee of the premises that they
are free of all encumbrances: SUBJECT as aforesaid;

that have good right to sell and convey the same to the said Grantee to
hold as aforesaid; and that and successors and assigns will
WARRANT and DEFEND the same to the said Grantee, heirs and
assigns forever, against the lawful claims and demands of all persons, SUBJECT
as aforesaid.

In Witness Whereof, the said WARE-BUTLER, INC.,

has caused this instrument to be sealed with its corporate seal and signed
in its corporate name by RICHARD A. GIGUERE

Treasurer, its Assistant
thereunto duly authorized, this 29th day of July
in the year one thousand nine hundred and eighty-six.

Signed, Sealed and Delivered
in presence of

Alan B. Giguere

WARE-BUTLER, INC.

By *Richard A. Giguere*
Richard A. Giguere, Assistant Treas.

(Corporate
Seal)

State of Maine,

Kennebec

} ss.

July 29, 19 86

Then personally appeared the above named Richard A. Giguere, Assistant
Treasurer of said Grantor
Corporation as aforesaid, and acknowledged the foregoing instrument to be his free
act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Lisa A. Violette
Lisa A. Violette
~~Justice of the Peace~~
Notary Public

RECEIVED KENNEBEC SS.

1986 JUL 30 AM 9:00

RECORDED FROM ORIGINAL



LISA A. VIOLETTE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 1, 1989